

# TERMS AND CONDITIONS

Welcome to TERO! These terms and conditions outline the rules and regulations for:

- the use of TERO's Website, located at <https://terodubai.com/> (the "Site").
- online Sales of Products and Services

## **1. Terms and Conditions for the use of TERO's Website, located at [https://terodubai.com](https://terodubai.com/) (the "Site").**

By accessing the site you accept these terms and conditions. Do not continue to use the site if you do not agree to all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions: "Client", "You" and "Your" refers to you, the person logging onto the site. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both You and Ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to you, the Client, in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to the prevailing law of United Arab Emirates. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Cookies**

We employ the use of cookies. By accessing the site, you agree to use cookies in agreement with the TERO's Privacy Policy.

Most interactive websites use cookies to let a company retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliates and advertising partners may also use cookies.

### **License**

Unless otherwise stated, TERO and/or its licensors own the intellectual property rights for all material on the site. All intellectual property rights are reserved. You may access the site for your own personal use, subject to the restrictions set out in these Terms and Conditions.

You must not:

- Republish material from the site;
- Sell, rent or sub-license material from the site;
- Reproduce, duplicate or copy material from the site;
- Redistribute content from the site.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. TERO does not filter, edit, publish or review comments prior to their presence on the website. Comments do not reflect the views and opinions of TERO, its agents and/or affiliates. Comments reflect the views and opinions of the person who posted their views and opinions.

To the extent permitted by applicable laws, TERO shall not be liable for the comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the comments on this website.

TERO reserves the right to monitor all comments and to remove any comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the comments on our website and have all necessary licenses and consents to do so;
- The comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The comments do not contain any defamatory, libellous, offensive, indecent or otherwise unlawful material which is an invasion of privacy;
- The comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant TERO a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your comments in any and all forms, formats or media.

## **Hyperlinking to our Content**

The following organizations may link to the site without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to the site in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to the site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of TERO; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed above and are interested in linking to our website, you must inform us by sending an e-mail to TERO at [info@terodubai.com](mailto:info@terodubai.com). Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to the Site, and a list of the URLs on our site to which you would like to link. We will respond within 28 days.

No use of TERO's logo or other artwork will be allowed for linking absent a trademark license agreement.

### **iFrames**

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of the Site.

### **Content Liability**

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Your Privacy**

Please carefully read our Privacy Policy.

### **Force Majeure.**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

### **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to the Site. You approve to immediately remove all links to the Site upon our request. We also reserve the right to amend these terms and conditions at any time. By linking to the Site, you agree to be bound to and follow these linking terms and conditions.

### **Removal of links from our website**

If you find any link on the Site that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on the Site is correct; we do not warrant its completeness or accuracy; nor do we promise to ensure that the Site remains available or that the material on the Site is kept up to date.

## **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to the Site and the use of the Site. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## **2. Terms and Conditions for the use of Online Sale of Products and Services**

By placing an order for products or services from the Site, you affirm that you are of legal age to enter into this agreement, and you accept and are bound by these terms and conditions. You affirm that if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these terms and conditions.

You may not order or obtain products or services from this website if you (a) do not agree to these terms, (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract with TERO, or (c) are prohibited from accessing or using this website or any of this website's contents, goods or services by applicable law.

These terms and conditions (these "Terms") apply to the purchase and sale of products and services and/or to table reservations through the weblink that has been provided to you through the Site. These Terms are subject to change by TERO without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Terms and Conditions that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through this Site.

## **Order Acceptance and Cancellation.**

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation communication with your order number and details of the items you have ordered. If you have made a table reservation and cancel less than twenty-four (24) hours before the time of the reservation we will be entitled at our sole discretion to withhold any deposit that has been provided to secure the reservation.

## **Prices and Payment Terms.**

All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation communication. Price increases will only apply to orders placed after such changes. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability.

We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept Visa, Mastercard and American Express for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices regardless of the amount quoted on the Site at the time of your order.

## **Cancellation, Returns and Refunds.**

Once your order has been confirmed by our team, the order cannot be cancelled or changed.

We do not accept returns on products or provide refunds unless, in exceptional circumstances, the wrong product items are delivered to you.

## **Delivery Policy.**

We aim to deliver to you within one hour of receiving your order and we work our best to ensure that you receive your order as fast as we can, but sometimes due to external factors like traffic etc., your order might take a while longer.

To avoid any unnecessary delay with your order please ensure that your full address and contact details are provided.

## **Limitation of Liability.**

In no event shall we be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of these terms, regardless of (a) whether such damages were foreseeable, whether or not we were advised of the possibility of such damages and the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

Our sole and entire maximum liability, for any reason, and your sole and exclusive remedy for any cause whatsoever, shall be limited to the actual amount paid by you for the products and services you have ordered through our site.

The limitation of liability set forth above shall : (i) only apply to the extent permitted by law and] (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

### **Goods Not for Resale or Export.**

You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the country of order.

### **Privacy.**

We respect your privacy and are committed to protecting it. Our Privacy Policy, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

### **Force Majeure.**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.